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LORENTZ STRUCTURES  
REMOVAL

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION IX

IN THE MATTER OF:

Lorentz Barrel & Drum Site  
San Jose, California

Order No. 92-29

Eastman Kodak Company  
Grace Sierra Horticultural  
Products Company  
Hewlett Packard Co.  
Minwax Company, Inc.  
National Semiconductor Corp.  
National Starch and  
Chemical Corp.  
Solvent Service Co., Inc.

ADMINISTRATIVE ORDER  
ON CONSENT PURSUANT TO  
SECTIONS 106 AND 122  
OF THE COMPREHENSIVE  
ENVIRONMENTAL RESPONSE,  
COMPENSATION, AND  
LIABILITY ACT OF 1980  
AS AMENDED, 42 U.S.C.  
Sections 9606 and 9622

Respondents

I. JURISDICTION AND GENERAL PROVISIONS

This Consent Order ("Order") is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9606(a) and 9622, as amended, ("CERCLA"), which authority has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, further delegated to the Regional Administrators by EPA Delegations Nos. 14-14-A and 14-14-B, and further delegated to the Director, Hazardous Waste Management Division, Region 9 ("Director").

This Order is entered into voluntarily by EPA and Eastman Kodak Company, Grace Sierra Horticultural Products Company, Hewlett Packard Co., Minwax Company, Inc., National Semiconductor Corp., National Starch and Chemical Corp., and Solvent Service Co., Inc. ("Respondents"). This Order provides for Respondents to perform removal activities and to reimburse EPA for those oversight costs incurred in connection with the removal at the Lorentz Barrel & Drum Superfund Site in San Jose, California ("the facility" or "the Site"). This Order requires the Respondents to conduct removal actions to abate an imminent and substantial endangerment to the public health and welfare or the environment that may be presented by the actual or threatened releases of hazardous substances at or from the Site.

EPA has notified the State of California of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

ADMINISTRATIVE CONSENT ORDER

Respondents' participation in this Order shall not constitute or be construed as an admission of liability regarding the Site or of EPA's findings of fact, conclusions of law or determinations contained in this Order, except in a proceeding to enforce the terms of this Order. Respondents agree not to challenge or contest EPA's jurisdiction to issue and enforce this Order against Respondents or the authority or jurisdiction of the Regional Administrator or other officials to issue or enforce this Order. Respondents agree to comply with and be bound by the terms of this Order and agree not to contest the basis or validity of this Order or its terms. If any provision of this Order is deemed invalid or unenforceable, the balance of this Order shall remain in full force and effect.

All days referred to herein are calendar days unless otherwise specified.

## **II. PARTIES BOUND**

A. This Order applies to and is binding upon EPA, and upon Respondents and their directors, officers, employees, agents, successors, assigns, trustees, beneficiaries and receivers, any persons controlled by Respondents and such persons' agents, successors, receivers, assigns, officers, directors, trustees and employees. No change in the ownership or legal status of Respondents, nor any sale, transfer or distribution of assets by Respondents, shall alter Respondents' obligations under this Order. Respondents are jointly and severally liable for carrying out all activities required by this Order. Compliance or noncompliance by one or more Respondent with any provision of this Order shall not excuse or justify noncompliance by any other Respondents.

B. Respondents shall ensure that their contractors, subcontractors, laboratories, consultants and any other representatives receive a copy of this Order. Notwithstanding the terms of any contract, Respondents shall be responsible for any noncompliance by any such contractors, subcontractors, laboratories, consultants or other representatives with the terms of this Order.

## **III. EPA FINDINGS OF FACT**

Based on available information, including the Administrative Record in this matter, EPA hereby finds, but Respondents do not admit that:

### **A. Site Location and Description**

1. The Lorentz Site is a 6.75 acre tract at which the Lorentz Barrel & Drum Company formerly operated. The Site is located at 1515 South Tenth Street, San Jose, California, near

the intersection of South Tenth Street and East Alma Street. The Lorentz Barrel & Drum facility was operated from approximately 1946 to 1987. During that time, the operator of the facility accepted used barrels and drums for cleaning and reclamation. The barrels and drums accepted by the facility were substantially "empty," but contained residues of their prior contents.

2. The Site is situated in a relatively flat lying portion of the Santa Clara Valley about 13 miles southwest of San Francisco Bay. The Site is located at the edge of an industrial area and is bordered by several recreational facilities, a parking lot, and a community garden. The nearest residential area, San Jose State University student housing, is located about 700 feet northwest of the Site.

#### B. Site History and Operations

1. During its approximately 40 years of operations, the Lorentz facility received drums for recycling from a large number of companies and other entities who were engaged in a variety of industrial and manufacturing processes. Many of the drums that were sent to Lorentz by these companies and other entities contained residues from the prior contents of the drums, including aqueous wastes, organic solvents, acids, caustics, oxidizers, and oils. Lorentz's operations consisted in part of emptying all residues from the drums, cleaning the drums and resealing, repainting and reselling the drums. Residues were removed from drums by various methods, including caustic and acid washes, incineration, blasting with steel shot, and steam cleaning. Drums were then resurfaced, resealed and repainted using various substances including phenolic epoxy resins and rust inhibitors.

2. Prior to 1968, liquid wastes from the Lorentz processes reportedly flowed from the processing structure through a drainage ditch to a sump located in the northeast corner of the site. Overflow from this sump flowed into a nearby storm drain. Sometime between 1968 and 1971 wastes discharged from the sump were diverted to the sanitary sewer system. This practice continued through sometime between 1983 and 1984. Until operations ceased in 1987, liquid and sludge from the cleaning process and ash from the incineration process were placed into drums, temporarily stored on-Site and eventually disposed of as manifested hazardous waste.

3. As a result of Lorentz's operations, a large variety of chemical residues from drums delivered to the Site as well as chemicals used by Lorentz in its barrel reconditioning processes have contaminated soil, structures, and shallow groundwater at and underneath the Site. Contaminated groundwater has also migrated about 2,000 feet north of the property.

### C. Enforcement Background

1. Throughout the 1980s, the Lorentz facility was cited by a variety of local and state agencies for violations of environmental and health regulations. Following Lorentz's repeated failures to comply with state injunctive orders, the facility was ordered closed in 1987.

2. In 1987, EPA and the California Department of Health Services implemented CERCLA removal actions to mitigate immediate risks to both human health and the environment. These actions included: removal of 3,000 cubic yards of highly contaminated soils from the northeast sump area; removal of approximately 40,000 "empty" drums and approximately 800 full drums of hazardous wastes; and grading and capping of approximately 4.5 acres of the facility property to prevent further migration of contaminants to the groundwater beneath the Site.

3. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, the Site was listed on the National Priorities List ("NPL") of hazardous substances sites in 1989. During the period in which the Site was proposed for listing on the NPL, EPA completed an engineering evaluation/cost analysis ("EE/CA") and a Record of Decision ("ROD") for remediation of the shallow groundwater at the Site. In 1990, a group of 11 companies that sent drums to the Site signed a consent decree with EPA to implement the remedy selected in the shallow groundwater ROD. Remedial design and construction of the shallow groundwater extraction and treatment system was completed in March 1992 and the remedial action is currently in full operation.

4. EPA is currently conducting a Remedial Investigation and Feasibility Study ("RI/FS") for all remaining contamination at the Site, including deeper aquifers and soils. EPA is nearing the completion of the RI/FS and expects to issue a final Site ROD in 1993.

### D. Respondents

1. Respondent Eastman Kodak Company is a New Jersey corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

2. Respondent Grace Sierra Horticultural Products Company is a California corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

3. Respondent Hewlett Packard Co. is a California corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

4. Respondent Minwax Company, Inc. is a New Jersey corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

5. Respondent National Semiconductor Corp. is a Delaware corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

6. Respondent National Starch and Chemical Corp. is a Delaware corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

7. Respondent Solvent Service Co., Inc. is a California corporation and arranged by contract, agreement or otherwise for disposal or treatment or arranged with a transporter for disposal or treatment, of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

E. Threats to Public Health or Welfare or the Environment

1. At the completion of the 1987 removal actions, numerous drums of acids and corrosives used in the Lorentz process were left on-Site. During a recent EPA Site inspection, several of these drums were leaking and others were observed to be in a deteriorating condition. Other drums left on-Site after the removal actions contain incinerator ash which is known to contain low levels of dioxin, high levels of metals and a variety of organics. The concentrations of these metals, which include chromium, lead, nickel and zinc, exceed background levels in on-Site surface and subsurface soils. The organic contaminants include nineteen different base/neutral, acid extractable compounds ("BNA"), polychlorinated biphenyls ("PCBs"), specifically Aroclors 1260 and 1248, and several pesticides, including DDE, and alpha and gamma chlordane. The levels of these compounds vary but are generally in the range of tens of parts per million.

2. The leaking drums pose a threat to the integrity of the still intact drums. Further deterioration of these drums could result in the release of an acid cloud which would threaten the health of on-Site workers and nearby residents. In addition, leaking drums could further contaminate the soil and groundwater at the Site. Trespassers on the Site could be exposed to the substances leaking from these drums either directly or through contact with contaminated soil. The exact locations of the leaking drums and a more detailed description of drum contents are provided in the attached Site Integrity Status Map dated May 22, 1992.

3. The recent inspection also revealed that approximately 50 cubic yards of friable asbestos waste is present in several locations in and around the former Lorentz processing facility. This uncontained asbestos is associated with damaged pipes and equipment. Asbestos was used on the Site as insulation for the incinerator, and for several pipes. Because of vandalism and deterioration of the on-Site structures, the areas that were inside buildings are now exposed to the elements. If not removed, this uncontained asbestos could become airborne around and off the Site and could pose a threat to persons on and near the Site. Inhalation of airborne asbestos fibers can cause lung disease.

4. The sumps which were used for drainage/disposal of the Lorentz facility's process wastes have remained in the ground at the Site. Most of the sumps have been covered with plywood, but some were either impossible to effectively cover or have been reopened by trespassers. Both solid and liquid residues collected from some of the sumps during the RI were heavily contaminated with pesticides, volatile and semi-volatile organics, and metals, including vinyl chloride, trichloroethylene ("TCE"), PCBs, cadmium, chromium, lead and nickel (See Table 1, attached hereto).

5. Sampling of the soils and shallow groundwater in the sump areas indicates that the sumps may be a conduit for or source of contamination of the soil and groundwater at the Site. The contaminants found in the sump residues (See Table 1 and subparagraph 4 above) have been found in elevated levels in a nearby 20-foot soil sample and in nearby samples from the contaminated shallow groundwater plume. Trespassers at the Site could ingest or have direct dermal contact with the residues in uncovered sumps. Vinyl chloride and hexavalent chromium are known human carcinogens. PCBs, lead, TCE, and cadmium are probable human carcinogens.

6. The threats of releases of hazardous substances at the Site and the threats to human health and welfare are heightened by the dilapidated structures and debris at the Site. Since the completion of the 1987 removal, the Site has fallen

into a state of disrepair and become an attractive nuisance. One location has remnants of small campfires, and there is other evidence of adult and child trespassers. Fire danger as well as physical hazards are increased by the presence of numerous piles of trash and other flammable debris including wood scrap with nails and other attached metal pieces. One large debris pile contains many pieces of sharp or jagged metal scrap. A fire at the site, whether the result of human or natural forces, could result in a release of the hazardous substances remaining at the Site and could seriously disrupt the ongoing remediation process.

7. Aside from the threat of fire and resulting release of hazardous substances, the remaining structures have significant contamination on some of their surfaces (See Tables 2 and 3 attached hereto), are potentially subject to additional contamination, and also pose a danger due to lack of maintenance. Two sample locations on the structures indicated significant contamination from organic chemicals and one chemical, PCB Aroclor 1260, exceeded the TSCA PCB spill standards set forth in 40 Code of Federal Regulations ("CFR") Part 761. In addition, the scattered debris and abandoned nature of the site has encouraged illegal dumping of more debris (e.g., domestic trash and a pile of used tires). This debris hampers the maneuverability of trucks and other vehicles that are occasionally necessary on the Site for various remediation activities.

#### **IV. EPA CONCLUSIONS OF LAW**

Based on the foregoing Findings of Fact, and the Administrative Record supporting this removal action, EPA has concluded, but Respondents do not admit that:

A. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

B. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

C. The substances identified in Section III, subsection E above are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

D. Each Respondent is liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Respondents arranged for disposal or treatment, or arranged for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

E. The conditions described in Section III, subsection E above constitute an actual or threatened "release" into the

"environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).

#### **V. DETERMINATIONS**

Based on the Findings of Fact and Conclusions of Law and based on the Administrative Record in this matter, the Director has made the following determinations:

A. The conditions present at the Site constitute a threat to public health or welfare or the environment based upon consideration of the factors set forth in the National Contingency Plan ("NCP") at 40 CFR § 300.415(b)(2).

B. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606.

C. The removal actions required by this Order are necessary to protect the public health and welfare and the environment and, if properly performed, are consistent with the NCP, 40 CFR Part 300, as amended, and CERCLA.

#### **VI. ORDER**

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations and the Administrative Record for this Site, and pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a), it is hereby ordered and agreed that Respondents shall comply with all provisions of this Order, including but not limited to all attachments to this Order, all documents incorporated by reference into this Order, and all schedules and deadlines in this Order, attached to this Order, or incorporated by reference into this Order. Any noncompliance with such EPA-approved reports, workplans, specifications, schedules, and attachments shall be considered a violation of this Order and shall subject Respondents to the stipulated penalty provisions of this Order. Without admitting such Findings, Conclusions and Determinations, Respondents agree to undertake the following actions under the direction of EPA's Project Coordinator or her designated alternate.

##### **A. Designation of Contractor and Project Coordinators**

Respondents shall retain a contractor qualified to undertake and complete the requirements of this Order, and shall notify EPA of the name and qualifications of such contractor within five (5) days of the effective date of this Order. Respondents shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform work under this Order at least ten (10) days prior to commencement of such



work. EPA retains the right to disapprove of any, or all, of the contractor(s) and/or subcontractor(s) retained by Respondents. If EPA disapproves of a selected contractor or subcontractor, EPA will notify Respondents in writing within five (5) days and provide reason(s) for the disapproval. Respondents shall then retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name and qualifications within ten (10) business days following EPA's disapproval.

On or before the fifth day after the effective date of this Order, Respondents shall designate a Project Coordinator who shall be responsible for administration of all the Respondents' actions required by this Order. Respondents shall submit the designated Coordinator's name, address, telephone number, and qualifications to EPA. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. EPA retains the right to disapprove of any Project Coordinator named by Respondents. If EPA disapproves of a selected Project Coordinator, EPA will notify Respondents in writing within five (5) days and provide reason(s) for the disapproval. Respondents shall then retain a different Project Coordinator and shall notify EPA of that person's name and qualifications within ten (10) business days following EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by all Respondents. Receipt by EPA's Project Coordinator of any communication from Respondents relating to this Order shall constitute receipt by EPA.

EPA has designated Kelly McCarty as its Project Coordinator. The EPA Project Coordinator and the Respondents' Project Coordinator shall be responsible for overseeing the proper and complete implementation of this Order. To the maximum extent possible, communication between Respondents and EPA, and all documents, reports, and approvals, and all other correspondence concerning the activities relevant to this Order, shall be directed through the Project Coordinators. All notices, reports, submissions and requests for extensions submitted under terms of this Order shall be sent by certified mail, return receipt requested, and addressed to the following:

Kelly McCarty  
Project Coordinator  
U.S. EPA, H-6-3  
75 Hawthorne Street  
San Francisco, CA 94105

EPA and Respondents shall have the right to change their designated Project Coordinators. EPA shall notify Respondents, and Respondents shall notify EPA, as early as possible before such a change is made, but in no case less than twenty-four (24)

hours before such a change. The initial notification may be made orally, but it shall promptly be followed up by a written notice.

The EPA Project Coordinator shall have the authority vested in an On-Scene Coordinator by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by EPA or Respondents at the Site. Absence of the EPA Project Coordinator or her designated alternate from the Site shall not be cause for stoppage of work unless specifically directed by the EPA Project Coordinator.

#### B. Work To Be Performed

This removal action shall be performed in two phases. The first phase ("Phase I") shall consist of time critical response actions to abate the imminent and substantial endangerment posed by conditions at the Site. Phase I shall take place in two stages ("Phase Ia" and "Phase Ib"). Phase Ia shall consist of overpacking and sampling drums at the Site, removing asbestos-covered materials from the Site and characterizing materials which are to be removed as part of the second phase ("Phase II"). Phase Ib shall consist of removing the drums from the Site. All Phases shall be conducted in accordance with Work Plans and Health and Safety Plans ("HASPs").

Phase II shall consist of non-time critical response actions to further abate the imminent and substantial endangerment posed by the following items: the man-made structures (buildings and equipment) and associated residues; all non-soil debris; and the sump structures and their contents. The Phase II removal shall also include actions to cover all exposed surface soils as designated by EPA. These Phase II removal actions shall be based on an engineering evaluation/cost analysis ("EE/CA") in accordance with 40 CFR § 300.415(b)(4).

Respondents shall perform, at a minimum, the following response activities in accordance with the approved Work Plans as described in subsection C below:

1. Phase Ia - Within fourteen (14) days of receiving EPA written approval of the Phase Ia Work Plan, Respondents shall initiate the following time-critical response actions:

- a. Staging of drums.
- b. Overpacking of drums which are leaking or which have the potential to leak due to their deteriorating condition.
- c. Sampling of the contents of drums for the purpose of determining potential options for treatment, recycling

and/or disposal. The determination shall be in accordance with the hazardous waste determination requirements of 22 California Code of Regulations ("CCR") § 66262.11. Drums which are "empty" as defined in 22 CCR § 66261.7 need not be sampled but shall be handled in accordance with 22 CCR § 66261.7.

d. Sampling of buildings and sumps for the purpose of determining potential options for treatment, recycling and or disposal. The determination shall be in accordance with the hazardous waste determination requirements of 22 CCR § 66262.11.

e. Removal and disposal of asbestos which has been identified by EPA at the Site. This includes the asbestos coating the boiler and the asbestos pipe insulation scattered around the Site.

f. Perform an inventory of the non-soil wastes, buildings, and debris at the Site ("Site Inventory") which will become the basis for the scope of Phase Ib and Phase II of the removal action. The Site Inventory shall exclude drums clearly labelled to belong to either EMCON Associates for the Lorentz Shallow Groundwater Task Force or URS for EPA.

2. Phase Ib - Respondents shall complete the following time-critical response actions in accordance with the schedule approved by EPA.

a. Collection of additional samples of drum contents for profiling of the wastes for acceptance at appropriate treatment/disposal facility(ies).

b. Removal, treatment (if required), and disposal or recycling of all drums and drum contents listed in the Site Inventory. Any drums which are found to contain detectable levels of dioxin shall not be removed from the Site but shall be secured as directed by EPA.

3. Within sixty (60) days of receipt of the final analytical results of the sump and building sampling, Respondents shall submit, for EPA approval, a draft engineering evaluation/cost analysis ("EE/CA") in accordance with 40 C.F.R. § 300.415(b)(4) and EPA's EE/CA guidance. At a minimum, the draft EE/CA shall include the following:

a. An analysis, considering effectiveness, implementability and cost, of alternatives for:

(1) the removal and off-Site disposal/recycling/reuse of the items listed on the Site Inventory, except for the drums and their contents. Recycling/reuse is strongly encouraged by EPA.

(2) following removal of the sumps, lining of the sump areas with a marker material, and backfilling the sumps with clean soil.

(3) paving of all previously and newly exposed surface soil with an asphalt material consistent with the rest of the Site. Existing concrete pads and other foundations shall be left in place unless their integrity was disturbed during the removal.

b. A comparative analysis of the removal action alternatives and, based on the analysis, identification of a proposed removal action.

4. EPA may approve, disapprove, require revisions to, or modify the draft EE/CA. If EPA requires revisions, Respondents shall submit a revised draft EE/CA within twenty-one (21) days of receipt of EPA's notification of the required revisions. Upon final EPA approval of the EE/CA, Respondents shall make the EE/CA and supporting documents in the Administrative Record available for a thirty (30) day public comment period. Respondents shall publish a notice of availability of the EE/CA and the Administrative Record in a major local newspaper. At the close of the public comment period, EPA will prepare and publish an Action Memorandum and, to the degree that public comments are received, a responsiveness summary. The Action Memorandum will select and describe the final Phase II removal action.

5. Within fourteen (14) days after EPA gives written approval of the Phase II Work Plan, and in accordance with that approved Phase II Work Plan, Respondents shall initiate the selected Phase II removal actions.

### C. Work Plans and Implementation

#### 1. Work Plans

a. Phase Ia - Within thirty (30) days after the effective date of the Order, Respondents shall submit for EPA approval a draft Work Plan for the Phase Ia removal actions ordered as set forth above. The draft Phase Ia Work Plan shall provide a description of, and schedule for, the Phase Ia removal actions required by this Order. EPA may approve or disapprove and require revisions to the draft Phase Ia Work Plan. If EPA requires revisions, Respondents shall submit a revised draft Phase Ia Work Plan within fourteen (14) days of receipt of EPA's written notification of the required revisions.

b. Phase Ib - Within thirty (30) days of receipt of all analytical results for the drum sampling performed in Phase Ia, Respondents shall submit for EPA approval a draft Work

Plan for the Phase Ib removal actions ordered as set forth above. The draft Phase Ib Work Plan shall provide a description of, and schedule for, the Phase Ib removal actions required by this Order. In addition, the draft Phase Ib Work Plan shall provide schedules for and describe preparation of the EE/CA, including any necessary sampling or other investigations in support of the EE/CA. EPA may approve or disapprove and require revisions to the draft Phase Ib Work Plan. If EPA requires revisions, Respondents shall submit a revised draft Phase Ib Work Plan within fourteen (14) days of receipt of EPA's written notification of the required revisions.

c. Phase II - Within thirty (30) days after EPA completion of the Phase II Action Memorandum, Respondents shall submit for EPA approval a draft Work Plan for the Phase II removal actions ordered as set forth above. The draft Phase II Work Plan shall provide a description of, and schedule for, the Phase II removal actions required by this Order. EPA may approve or disapprove and require revisions to the draft Phase II Work Plan. If EPA requires revisions, Respondents shall submit a revised draft Phase II Work Plan within fourteen (14) days of receipt of EPA's written notification of the required revisions.

Respondents shall implement the Work Plans, as finally approved in writing by EPA, in accordance with the schedules approved by EPA. Once approved or approved with modifications, the Work Plans, schedules, and any subsequent modifications shall be deemed to be incorporated into and made a fully enforceable part of this Order. Respondents shall notify EPA at least forty-eight (48) hours prior to beginning the on-Site work for Phases Ia, Ib and II pursuant to the EPA-approved Work Plans. Respondents shall not commence or undertake any removal actions at the Site without prior EPA approval. Failure of Respondents to properly implement all aspects of the Work Plans shall be deemed a violation of the terms of this Order.

2. Health and Safety Plans - Respondents shall submit Health and Safety Plans (HASPs) for Phases Ia, Ib and II with the respective Work Plan submittals. The HASPs shall provide for the protection of public health and safety during the performance of on-Site work under this Order. The HASPs shall be prepared in accordance with EPA's Standard Operating Safety Guide, dated November, 1984, and updated July, 1988, and with the Occupational Safety and Health Administration (OSHA) regulations applicable to Hazardous Waste Operations and Emergency Response, 29 CFR Part 1910. Respondents shall incorporate all changes to the plan recommended by EPA, and implement the HASPs during the pendency of the removal actions.

3. Quality Assurance and Sampling - All sampling and analyses performed pursuant to this Order shall conform to EPA direction, approval, and guidance regarding sampling, quality

assurance/quality control ("QA/QC"), and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondents shall follow the following documents, as appropriate, as guidance for QA/QC and sampling: "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures," EPA OSWER Directive 9360.4-01, dated April, 1990; "Environmental Response Team Standard Operating Procedures," OSWER Directive Numbers 9360.4-02 through 9360.4-08.

Respondents shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Upon request by EPA, Respondents shall have such a laboratory analyze samples submitted by EPA for quality assurance monitoring.

At the request of EPA, Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondents pursuant to this Order. Respondents shall notify EPA at least forty-eight (48) hours in advance of any sample collection activity, at which time EPA shall notify Respondents of its desire to take splits. EPA shall have the right to take any additional samples that it deems necessary.

4. Reporting - From the time of EPA's approval of the Phase I Work Plan until termination of this Order, Respondents shall provide EPA with written monthly progress reports. These reports shall contain a summary of the previous month's activities, including the work performed and any problems encountered, sampling and/or analytical or other data received during the reporting period, and the upcoming month's planned events, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

5. Final Report - Within forty-five (45) days after completion of all removal actions required under this Order, Respondents shall submit for EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a statement of the actual costs incurred in complying with the Order; a description of the locations and types of hazardous substances encountered at the facility upon the initiation of work performed under this Order, a chronology and description of the actions performed (including both the organization and implementation of response activities), identification of all significant items that affected the actions performed under the Order and discussion of how all significant problems were resolved, a listing of quantities and types of

materials removed from the facility, a discussion of removal and disposal options considered for any such materials disposed of pursuant to Phases Ia and Ib of the removal, a listing of the ultimate destination of those materials, and a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant paperwork accrued during the action (e.g., hazardous waste manifests, invoices, bills, contracts, permits).

The final report shall also include an affidavit from a person who supervised or directed the preparation of that report. The affidavit shall certify under penalty of law that based on personal knowledge and appropriate inquiries of all other persons involved in preparation of the report, the information submitted is true, accurate, and complete to the best of the affiant's knowledge and belief.

#### D. Access to Property and Information

Respondents shall provide and/or obtain access to the Site and appropriate off-Site areas, and provide access to all records and documentation related to the conditions at the Site and the activities conducted pursuant to this Order. Such access shall be provided to EPA employees, contractors, agents, consultants, designees, representatives, and State of California representatives. These individuals shall be permitted to move freely at the Site and at appropriate off-Site areas in order to conduct activities which EPA determines to be necessary. Individuals not meeting the minimum health and safety requirements of the EPA-approved HASPs shall not be allowed in the work area. Respondents shall submit to EPA, in the monthly progress summaries, the results of all sampling or tests and all other data generated by Respondents or their contractor(s), or on Respondents' behalf during implementation of this Order.

To the extent that access to or easements over property is required for the proper and complete performance of the work required by this Order or by any approved Work Plan prepared pursuant hereto, Respondents shall use their best efforts to obtain all necessary access agreements from the present owner(s) or possessor(s) of such property within ten (10) days after the effective date of this Order, or as otherwise specified in writing by the EPA Project Coordinator. Any such access agreement shall be incorporated by reference into this Consent Order. In the event that agreements for access are not obtained in a timely manner, Respondents shall notify EPA in writing within three (3) days thereafter regarding both the efforts undertaken to obtain access and their failure to obtain such agreements. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as EPA deems appropriate. In

the event EPA obtains access, Respondents shall undertake EPA approved work on such property.

Nothing in this section limits EPA's right of access and entry pursuant to applicable law, including RCRA and CERCLA.

E. Record Retention, Documentation, Availability of Information

Respondents shall preserve all documents and information relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six (6) years following completion of the activities required by this Order. At the end of this six (6) year period and thirty (30) days before any document or information is destroyed, Respondents shall notify EPA that such documents are available to EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to EPA. In addition, upon EPA request, Respondents shall make such documents and information available to EPA at any time prior to the expiration of the six (6) year period.

Respondents may assert a business confidentiality claim pursuant to 40 CFR § 2.203(b) with respect to all or part of any information submitted to EPA pursuant to this Order. Any assertion of confidentiality shall be adequately substantiated by Respondents when the assertion is made. If no such confidentiality claim accompanies the information when it is submitted to EPA, the information may be made available to the public by EPA without further notice to Respondents. Information determined to be confidential by EPA shall be disclosed only to the extent permitted by 40 CFR Part 2. Respondents agree not to assert any confidentiality claim with regard to analytical and other data specified in Section 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9607(e)(7)(F).

F. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-Site pursuant to this Order for treatment, storage or disposal shall be handled in conformity with the EPA Off-Site Policy (OSWER Directive 9834.11, November 13, 1987) in accordance with CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3).

G. Compliance with Other Laws

All actions required pursuant to this Order shall be performed in accordance with all applicable local, State, and Federal laws and regulations, except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 CFR § 300.415(i). In accordance with 40 CFR § 300.415(i), all on-Site actions required pursuant to this Order shall, to the extent practicable,



as determined by EPA, considering the exigencies of the situation, attain all applicable or relevant and appropriate requirements under federal environmental, state environmental, or facility siting laws.

#### H. Emergency Response

If, during the activities conducted pursuant to this Order, any incident or change in Site conditions causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare or the environment, Respondents shall immediately take all appropriate action to prevent, abate or minimize such release, or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Coordinator or, in the event of her unavailability, shall notify the Regional Duty Officer, at (415) 744-2000, of the incident or Site conditions.

### VII. REIMBURSEMENT OF OVERSIGHT COSTS

A. Respondents shall reimburse EPA for those response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. EPA shall submit to Respondents on an annual basis, a bill for all response costs incurred by the United States with respect to this Order. EPA's Cost Documentation Management System Report (CDMS), shall serve as sufficient basis for payment demands. Failure to include all relevant response costs in the submittal at the end of any particular calendar year shall not preclude EPA from submitting such costs in any subsequent year, nor will such failure provide Respondents with a reason to withhold payment.

B. Response costs shall include, but are not limited to, direct and indirect costs incurred by the U.S. Government in overseeing Respondents' implementation of the requirements of this Order, EPA response costs incurred before the effective date hereof that are related to the removal action contemplated by this Order, time and travel costs of EPA personnel and associated indirect costs related to the removal action contemplated by this Order, costs of preparing and negotiating this Order, contractor costs related to the removal action contemplated by this Order, sampling and compliance monitoring costs related to the removal action contemplated by this Order (including the collection and analysis of split samples), costs of discussions regarding disputes that may arise as a result of this Order, costs of review and approval or disapproval of reports, and costs of redoing any of Respondents' tasks required by this Order.

C. Respondents shall, within thirty (30) days of receipt of each such demand, remit a certified or cashier's check for the amount of those costs made payable to the "Hazardous Substances Superfund" to the following address:

U.S. Environmental Protection Agency  
Region 9, Attn: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

Payments shall be designated as "Oversight Costs - Lorentz Barrel & Drum Site" and shall reference the payor(')s(') name(s) and address(es), the EPA Site identification number (#09K 54N), and the docket number of this Order. Respondents shall simultaneously send a copy of the check and transmittal letter to the EPA Project Manager.

D. Interest at the rate established under Section 107(a) of CERCLA shall begin to accrue on any unpaid balance from the day after the expiration of the thirty (30) day period, notwithstanding any dispute or an objection to any portion of the costs. Any request by Respondents for additional documentation of EPA costs and any EPA response or failure to respond shall not alter in any way the requirement that Respondents remit payment within thirty (30) days of receipt an EPA demand on the basis of a CDMS Report.

E. Respondents agree to limit any disputes concerning costs to accounting errors and the inclusion of costs outside the scope of this Order. Respondents shall identify any contested costs and the basis of its objection. All undisputed costs shall be remitted by Respondents as set forth above. Within thirty (30) days of receipt of the demand, Respondents shall (a) pay any disputed costs into an escrow account administered by an independent trustee with instructions to hold such funds while the dispute is pending and pay the proceeds to the party determined to be correct in the dispute resolution process and (b) send EPA a copy of such instructions and the agreement with such trustee and evidence of such payment. Respondents bear the burden of establishing an EPA accounting error or the inclusion of costs outside the scope of this Order.

#### **VIII. STIPULATED PENALTIES**

A. For each day on which Respondents fail to submit a deliverable or otherwise fail to meet the requirements of this Order, Respondents shall be liable for stipulated penalties as provided in this Section.

B. For late submittal of deliverables, or late performance of work, penalties shall accrue beginning the date performance was due. For defective performance of work, defective draft deliverables, or defective final deliverables for which no draft is required, penalties shall accrue upon Respondents' receipt of EPA's written disapproval of the work or deliverable. Any such written disapproval of a draft deliverable shall specify that the disapproval is pursuant to this paragraph. Other EPA comments on

draft deliverables which do not invoke this paragraph shall not be construed as written disapproval initiating stipulated penalties. For defective final deliverables for which drafts are required, penalties shall accrue beginning on the date performance was due. Final deliverables for which drafts are required shall be deemed defective if Respondents have failed to respond to EPA's comments or to revise the draft document, as required Section VI(C). Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

C. For each violation, stipulated penalties shall continue to be assessed for each day of violation, except as provided in this paragraph. In instances in which the deliverable is a draft, stipulated penalties will be limited to thirty (30) days if the final is delivered on schedule. In instances in which the late deliverable is a draft and the Respondents deliver the draft within five (5) days of the due date, no stipulated penalties will accrue if the final is delivered on schedule. In all other instances, Respondents shall pay stipulated penalties for late delivery of both draft and final deliverables. For late delivery of monthly reports, stipulated penalties will only continue to accrue after day thirty (30) if EPA notifies Respondents in writing that the report has not been received.

D. EPA may provide Respondents with a cure period to correct any deficiency in any deliverable or work. No stipulated penalties shall accrue during a cure period. The decision to grant a cure period and the term of the cure period, including the beginning date and duration of such cure period, are within EPA's unreviewable discretion and neither issue is subject to dispute resolution.

E. Daily stipulated penalty amounts are as follows:

1. For failure to commence work or submit Workplans or any required revision(s) thereof in a timely manner as prescribed in this Order:

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
days 1 - 14	\$ 2,500/day
days 15 - 30	\$ 5,000/day
after day 30	\$ 10,000/day

2. For all other matters of noncompliance not covered by Section VIII(E)(1):

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
days 1 - 14	\$ 1,000/day
days 15 - 30	\$ 2,500/day
after day 30	\$ 5,000/day

F. All penalties owed to EPA under this Section shall be due and payable within thirty (30) days of receipt of a notification of noncompliance, except as provided in paragraph H of this Section. Such notification shall describe the noncompliance and shall indicate the amount of penalties due. Interest shall begin to accrue on the unpaid balance at the end of the thirty day period at the rate set forth in 42 U.S.C. § 6907(a).

G. All penalties shall be made payable by certified or cashier's check to the "Hazardous Substances Superfund" and shall be remitted to:

U.S. Environmental Protection Agency  
Region 9  
Attn: Superfund Accounting  
P.O. Box 360863M  
Pittsburgh, PA 15251

Payments shall be designated as "Stipulated Penalties - Lorentz Barrel & Drum Site" and shall reference the payor(s) name(s) and address(es), the EPA Site identification number (#09K 54N), and the docket number of this Order. The payor(s) shall simultaneously send a copy of the check and transmittal letter to the EPA Project Manager.

H. Respondents may dispute EPA's basis for imposing stipulated penalties, including the existence or duration of an alleged violation, by invoking the dispute resolution procedures under Section IX of this Order. Respondents may not dispute EPA's decision to exercise its authority to seek stipulated penalties nor the per day amounts of such stipulated penalties as set forth in subsection E above. If Respondents do not prevail upon resolution of the dispute, EPA has the right to collect all penalties that accrued prior to and during the period of dispute. If Respondents prevail upon resolution of the dispute, no penalties shall be payable. Neither the filing of a petition to resolve a dispute nor the payment of penalties shall alter in any way Respondents' obligation to complete the performance required hereunder.

I. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions that may be available to EPA by reason of Respondents' failure to

comply with any of the requirements of this Order subject only to the limitation that Respondents are entitled to a credit in the amount of stipulated penalties paid, to be applied against any civil penalty imposed for the same day of the same violation, up to the amount of the civil penalty imposed.

#### **IX. DISPUTE RESOLUTION**

A. The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

B. If Respondents object, in whole or in part, to any EPA action or decision taken pursuant to this Order, Respondents shall notify EPA in writing of their objections and the basis therefore within seven (7) calendar days of notification of EPA's action or decision, unless the objection(s) has (have) been informally resolved. Said notice shall set forth the specific points of the dispute, the position Respondents are maintaining should be adopted as consistent with the requirements of this Order, the basis for Respondents' position, and any matters which Respondents consider necessary for EPA's determination.

C. EPA and Respondents shall have fourteen (14) days from EPA's receipt of the notification of objection to reach agreement. If agreement is reached, it will be reduced to writing and will become a fully enforceable part of this Order. If agreement cannot be reached within this fourteen (14) day period, EPA Region 9's Chief of the Field Operations Branch will issue a written decision on the pending dispute which shall be binding upon all parties to this Order. The existence of a dispute as defined herein, and EPA's consideration of such matters as placed into dispute shall not excuse, toll or suspend any compliance obligation or deadline required pursuant to this Order during the pendency of the dispute resolution process.

D. Following resolution of the dispute, as provided by this section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs. No EPA decision made pursuant to this section shall constitute a final agency action giving rise to judicial review.

#### **X. FORCE MAJEURE**

A. Respondents shall perform all requirements of this Order within the time limits set forth herein unless the performance is prevented or delayed by events which constitute a force majeure. Respondents shall have the burden of proving such a force majeure. A force majeure is defined as any event arising from causes not foreseeable and beyond the control of Respondents or of any entity controlled by Respondents, including but not

limited to their contractors and subcontractors, that could not be overcome by Respondents' best efforts and that delays or prevents performance by a date required by this Order. Such events do not include increased costs of performance, changed economic circumstances, normal weather events, or failure to obtain federal, state, or local permits.

B. Respondents shall notify EPA orally within twenty-four (24) hours after Respondents become aware or should have become aware of the events which constitute a force majeure, with follow-up written notice within five (5) days of the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and remobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of these measures. Respondents shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall constitute a waiver of Respondents' right to assert a force majeure.

C. If EPA determines that a delay is or was attributable to a force majeure, EPA will extend the time period for performance under this Order for a period equal to the delay that EPA finds has resulted from such circumstances. Such an extension shall not alter the schedule for performance or completion of other tasks required by the Order which are not directly affected by the force majeure.

## **XI. RESERVATION OF RIGHTS**

EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by Respondents pursuant to this Order. Nothing herein shall limit the power and authority of EPA or the United States to take, direct or order any and all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

## **XII. OTHER CLAIMS**

A. By issuance of this Order, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States and/or EPA shall not be deemed a party to any

contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order.

B. Except as expressly provided in Section XIII, nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against Respondents or any other person not a party to this Order, for any liability such persons may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a).

C. This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). Respondents waive any claim to payment under Sections 106(b), 111 and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611 and 9612, against the United States or the Hazardous Substances Superfund arising out of any activity performed under this Order.

#### **XIII. COVENANT NOT TO SUE**

Upon issuance of the EPA notice of termination described in Section XVII, EPA covenants not to sue Respondents for judicial imposition of damages or civil penalties for any failure to perform obligations agreed to in this Order, except as otherwise reserved herein.

#### **XIV. CONTRIBUTION**

With regard to claims for contribution against Respondents for matters addressed in this Order, the Parties hereto agree that the Respondents are entitled to such protection from contribution actions or claims to the extent provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2). Nothing in this Order precludes Respondents from asserting any claims, causes of action or demands against any persons not parties to this Order for indemnification, contribution, or cost recovery.

It is the policy of the United States to identify potentially responsible parties ("PRPs") who fail or refuse to voluntarily participate in CERCLA settlements and, subject to its unreviewable prosecutorial discretion, to seek reimbursement of response costs not recovered by settlement, and/or to take other appropriate action against such parties pursuant to the provisions of CERCLA, including but not limited to the issuance of unilateral Administrative Orders under Section 106 of CERCLA, 42 U.S.C. § 9606. In identifying PRPs for future enforcement activities regarding the Site, EPA agrees, subject to its unreviewable enforcement discretion, to take account of the voluntary participation by the Respondents in performing the work

required by this Order. The Parties agree further that this Order should be considered by a court in assessing any Respondent's contribution in any action apportioning response costs among responsible parties at the Site not addressed by this Order.

#### **XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT**

Respondents agree to indemnify, save and hold harmless the United States Government, its officials, agencies, departments, agents, contractors and employees, from any and all claims or causes of action arising from or on account of, acts or omissions of Respondents, or their officers, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out activities pursuant to this Order.

#### **XVI. MODIFICATIONS**

Modifications to any plan or schedule may be made in writing by the EPA Project Coordinator or at the EPA Project Coordinator's oral direction. If the EPA Project Coordinator makes an oral modification, it will be memorialized in writing within five (5) days; provided, however, that the effective date of the modification shall be the date of the EPA Project Coordinator's oral direction. Any other requirements of this Order may be modified by mutual agreement of EPA and Respondents. Such modifications shall be in writing, be signed by all parties and shall have as their effective date the date on which they are signed by EPA following their signature by Respondents.

If Respondents seek permission to deviate from any approved Work Plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain such formal approval as may be required by this Order, and to comply with this Order unless it is formally modified.

#### **XVII. TERMINATION AND SATISFACTION**

When EPA determines, after its review of the Final Report, that the terms of this Consent Order have been satisfactorily completed, EPA will provide written notice of its determination to Respondents. This notice shall not, however, terminate Respondents' obligation to comply with any continuing obligations hereunder, including record retention. If EPA determines that any removal activities have not been completed in accordance with this Order, EPA will notify Respondents, provide a list of the



deficiencies, and require Respondents to modify the Phase Ia, Phase Ib and/or Phase II Work Plan(s) to correct such deficiencies. Respondents shall implement the modified and approved Work Plan(s) and shall submit a modified Final Report in accordance with the EPA notice. Failure by the Respondents to implement the modified Work Plan(s) shall be a violation of this Order.

#### **XVIII. INSURANCE**

At least seven (7) days prior to commencing any on-Site work under this Order, Respondents shall secure, and maintain for the duration of this Order, comprehensive general liability insurance and automobile insurance with limits of five million dollars (\$5,000,000) combined single limit. Within the same time period, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. If the Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

#### **XIX. EFFECTIVE DATE**

The effective date of this Order shall be the date on which it is signed by EPA.

#### **XX. SIGNATORIES**

This Order may be executed in any number of counterparts, each of which when executed and delivered to EPA shall be deemed to be an original, but such counterparts shall together constitute one and the same document. The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Order and to bind the parties they represent to this Order.

IT IS SO AGREED AND ORDERED:

Eastman Kodak Company

By:  DATE: 9/28/92   
Gary P. VanGraafeiland  
Senior Vice President, Secretary and General Counsel

Grace Sierra Horticultural Products Company

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lisle J. Smith  
Vice President, Chief Financial Officer

Hewlett Packard Co.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Don Summers  
Director, Corporate Environmental Management

Minwax Company, Inc.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ridgley Harrison, III  
President

National Semiconductor Corp.

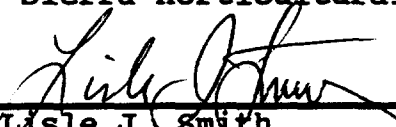
By: \_\_\_\_\_ DATE: \_\_\_\_\_  
John Clark  
Senior Vice President and General Counsel

**IT IS SO AGREED AND ORDERED:**

**Eastman Kodak Company**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gary P. VanGraafeiland  
Senior Vice President, Secretary and General Counsel

**Grace Sierra Horticultural Products Company**

By:  \_\_\_\_\_ DATE: 9/22/92  
Lisle J. Smith  
Vice President, Chief Financial Officer

**Hewlett Packard Co.**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Don Summers  
Director, Corporate Environmental Management

**Minwax Company, Inc.**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ridgley Harrison, III  
President

**National Semiconductor Corp.**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
John Clark  
Senior Vice President and General Counsel

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By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gary P. VanGraafeiland  
Senior Vice President, Secretary and General Counsel

Grace Sierra Horticultural Products Company

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lisle J. Smith  
Vice President, Chief Financial Officer

Hewlett Packard Co.

By: Don Summers DATE: 23<sup>rd</sup> Sept 92  
Don Summers  
Director, Corporate Environmental Management

Minwax Company, Inc.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ridgley Harrison, III  
President

National Semiconductor Corp.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
John Clark  
Senior Vice President and General Counsel

IT IS SO AGREED AND ORDERED:

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By: \_\_\_\_\_ DATE: \_\_\_\_\_  
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Senior Vice President, Secretary and General Counsel

Grace Sierra Horticultural Products Company

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lisle J. Smith  
Vice President, Chief Financial Officer

Hewlett Packard Co.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Don Summers  
Director, Corporate Environmental Management

Minwax Company, Inc.

By: Ridgley Harrison, III DATE: 9/23/92  
Ridgley Harrison, III  
President

National Semiconductor Corp.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
John Clark  
Senior Vice President and General Counsel

IT IS SO AGREED AND ORDERED:

Eastman Kodak Company

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gary P. VanGraafeiland  
Senior Vice President, Secretary and General Counsel

Grace Sierra Horticultural Products Company

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Lisle J. Smith  
Vice President, Chief Financial Officer

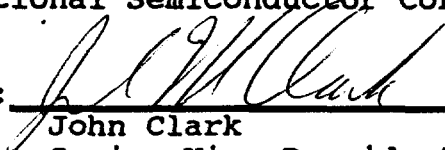
Hewlett Packard Co.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Don Summers  
Director, Corporate Environmental Management

Minwax Company, Inc.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ridgley Harrison, III  
President

National Semiconductor Corp.

By:  \_\_\_\_\_ DATE: 9/23/92  
John Clark  
Senior Vice President and General Counsel

National Starch and Chemical Corp.

By: HE Granlich  
Henry Granlich  
Vice President, Environmental Affairs

DATE: 10/6/92

Solvent Service Co., Inc.

By: \_\_\_\_\_  
James B. Faulkner, Jr.  
Vice President

DATE: \_\_\_\_\_

U.S. Environmental Protection Agency, Region 9

By: \_\_\_\_\_  
Jeff Zelikson, Director  
Hazardous Waste Management Division

DATE: \_\_\_\_\_

National Starch and Chemical Corp.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Henry Graulich  
Vice President, Environmental Affairs

Solvent Service Co., Inc.

By: James V. Faulkner DATE: 9/30/92  
James B. Faulkner, Jr.  
Vice President

U.S. Environmental Protection Agency, Region 9

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jeff Zelikson, Director  
Hazardous Waste Management Division



National Starch and Chemical Corp.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Henry Graulich  
Vice President, Environmental Affairs

Solvent Service Co., Inc.

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
James B. Faulkner, Jr.  
Vice President

U.S. Environmental Protection Agency, Region 9

By: Jeff Zelikson DATE: 10-7-92  
Jeff Zelikson, Director  
Hazardous Waste Management Division